

further reason that the article was an imitation of and offered for sale under the distinctive name of another article.

On July 29, 1924, A. J. Meyer & Co., Walnut Ridge, Ark., having appeared as claimant for the property, judgment of condemnation was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$100, in conformity with section 10 of the act, conditioned in part that it be relabeled, "Oats and Screenings."

HOWARD M. GORE, *Secretary of Agriculture.*

**12515. Adulteration of shell eggs. U. S. v. Abner Offerle and Harry A. Offerle (Offerle Mercantile Co.). Plea of guilty by Abner Offerle. Fine, \$50 and costs. (F. & D. No. 17525. I. S. Nos. 7590-v, 7605-v.)**

On September 4, 1923, the United States attorney for the District of Kansas, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Abner Offerle and Harry A. Offerle, copartners, trading as Offerle Mercantile Co., Offerle, Kans., alleging shipment by said defendants, in violation of the food and drugs act in two consignments, namely, on or about August 22 and October 10, 1922, respectively, from the State of Kansas into the State of Colorado, of quantities of shell eggs which were adulterated. The article was labeled in part: (Case) "from Offerle Mercantile Co., Offerle, Kans."

Examination by the Bureau of Chemistry of this department of 1,980 eggs from the consignment of August 22 showed that 222, or 11.21 per cent of those examined, were inedible eggs, consisting of black rots, mixed or white rots, moldy eggs, spot rots, and blood rings. Examination by said bureau of 2,700 eggs from the remaining consignment showed that 306, or 11.33 per cent of those examined, were inedible eggs, consisting of black rots, mixed or white rots, spot rots, and blood rings.

Adulteration of the article was alleged in the information for the reason that it consisted in part of a filthy, decomposed, and putrid animal substance.

On September 25, 1923, an order of the court having been entered allowing Abner Offerle to plead for both defendants, a plea of guilty to the information was entered, and the court imposed a fine of \$50 and costs.

HOWARD M. GORE, *Secretary of Agriculture.*

**12516. Adulteration and misbranding of butter. U. S. v. Cumberland Valley Creamery (Inc.), a Corporation. Plea of guilty. Fine, \$25 and costs. (F. & D. No. 16959. I. S. Nos. 3015-v, 3018-v, 3073-v, 8184-t, 8185-t, 8186-t, 8188-t, 8189-t, 8190-t.)**

On March 12, 1923, the United States attorney for the Middle District of Tennessee, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Cumberland Valley Creamery (Inc.), a corporation, Nashville, Tenn., alleging shipment by said company, in violation of the food and drugs act as amended, in various consignments, namely, on or about May 9, May 16, August 15, and August 17, 1922, respectively, from the State of Tennessee into the State of Georgia, of quantities of butter, a portion of which was adulterated and misbranded and the remainder of which was misbranded. The article was labeled in part, variously: (Package) "1 Lb. Net Pioneer Creamery Butter"; "One Pound Net Sunlight Creamery Butter Sunlight Creameries Washington C. H. Ohio"; "Lake View Creamery Butter Net Weight One Pound"; "Brookfield Creamery Butter 1 Lb. Net Weight." A portion of the Brookfield brand was enclosed in wrappers labeled in part, "4 Oz. Net Weight."

Examination by the Bureau of Chemistry of this department of a sample taken from each of the consignments showed that the packages contained less than 1 pound net of butter. Analyses of samples of the article by the said bureau showed that the Pioneer brand butter, the Lake View brand butter, and three of the four lots of the Sunlight brand butter contained excessive moisture and were deficient in milk fat.

Adulteration was alleged in the information with respect to the Pioneer brand butter, the Lake View brand butter, and three of the four lots of Sunlight brand butter for the reason that a product deficient in milk fat and containing an excessive amount of water had been substituted in whole or in part for creamery butter, which the said article purported to be.

Misbranding was alleged in substance for the reason that certain of the above-quoted statements, appearing in the labeling of the article, were false

and misleading in that the said statements represented that the Pioneer and Lake View brands of butter and three of the four consignments of Sunlight brand butter consisted wholly of butter, that the said Sunlight brand butter was made by the Sunlight Creameries, Washington C. H., Ohio, that the packages containing all the various lots of butter contained 1 pound net weight, and that the wrappers enclosing a portion of the Brookfield brand butter contained 4 ounces net weight of butter, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that the said Pioneer and Lake View brands of butter and three of the four consignments of Sunlight brand butter consisted wholly of butter, that the said Sunlight brand butter was made by the Sunlight Creameries, Washington C. H., Ohio, that the packages containing all the various lots of butter contained 1 pound net weight, and that the wrappers enclosing a portion of the Brookfield brand butter contained 4 ounces net weight, whereas, in truth and in fact, the said Pioneer and Lake View brands of butter and three of the four consignments of Sunlight brand butter did not consist wholly of creamery butter but did consist in whole or in part of a product deficient in milk fat and containing an excessive amount of water, the said Sunlight brand butter was not made by the Sunlight Creameries, Washington C. H., Ohio, but was made by the Cumberland Valley Creameries, Inc., Nashville, Tenn., the packages containing the article did not contain 1 pound net but did contain a less amount, and the wrappers enclosing the said portion of the Brookfield brand butter did not contain 4 ounces net weight but did contain a less amount. Misbranding was alleged with respect to all the said product for the further reason that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On April 16, 1924, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$25 and costs.

HOWARD M. GORE, *Secretary of Agriculture.*

**12517. Adulteration and misbranding of butter. U. S. v. Hanford Produce Co., a Corporation. Plea of guilty. Fine, \$100 and costs. (F. & D. No. 18356. I. S. No. 4863-v.)**

On May 19, 1924, the United States attorney for the Northern District of Iowa, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Hanford Produce Co., a corporation, Sioux City, Iowa, alleging shipment by said company in violation of the food and drugs act as amended, on or about July 14, 1923, from the State of Iowa into the State of Ohio, of a quantity of butter which was adulterated and misbranded. The article was labeled in part: "1 Lb. Net Weight Hanford Trade Mark Registered Fancy Creamery Butter Hanford Produce Co. Sioux City, Iowa."

Analyses of three samples of the article by the Bureau of Chemistry of this department showed an average moisture content of 17.93 per cent and an average fat content of 78.12 per cent. Examination by said bureau showed that the average net weight of 30 packages examined was 15.83 ounces.

Adulteration of the article was alleged in the information for the reason that a product deficient in milk fat and containing an excessive amount of moisture had been substituted for butter, which the said article purported to be. Adulteration was alleged for the further reason that a product which contained less than 80 per cent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 per cent by weight of milk fat, as prescribed by the act of March 4, 1923.

Misbranding was alleged for the reason that the statements, to wit, "Butter" and "1 Lb. Net Weight," borne on the packages containing the article, regarding the said article and the ingredients and substances contained therein, were false and misleading in that the said statements represented that the article consisted wholly of butter, that each of the said packages contained 1 pound net weight of the said article, and that it was butter, to wit, a product which should contain not less than 80 per cent by weight of milk fat as prescribed by the act of March 4, 1923, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that the article consisted wholly of butter and that each of the said packages contained 1 pound net weight of the said article, whereas, in truth and in fact, it did not consist wholly of butter, but did consist of a product deficient in milk fat and containing an excessive amount of moisture, each of said packages did not contain 1 pound net weight of the article, but did contain a less